

NOTE: A review of these contracts will show that certain specific information has been omitted or redacted. These are standard types of omissions or redactions and have been made in accordance with Federal law, for instance, in order to safeguard business proprietary information as well as to preserve privacy and security.

(Contract begins on next page)

**INTERAGENCY AGREEMENT BETWEEN
UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
UNITED STATES AIR FORCE**

1. Purpose and Scope of Work: The Bureau for Asia and the Near East of the U.S. Agency for International Development ("USAID/ANE"), requests support from HQ AFCESA/CEX of the United States Air Force, the Recipient Agency, to provide the goods and services in support of USAID/ANE preparedness and worldwide rehabilitation operations, which will be described in a scope of work to be provided by USAID/ANE each time such work is requested.
 2. Authority: Section 491 of the Foreign Assistance Act of 1961, as amended (FAA), on International Disaster Assistance, and FAA Section 632(b), regarding authority to utilize services, facilities or commodities of Federal Agencies to carry out the FAA. The authority of the USAID Administrator's Action Memorandum dated January 13, 2003 is utilized by USAID to supercede USAID regulations and procedures inconsistent with the terms of this Agreement.
 3. (a) Recipient Agency Contact Persons: (b) USAID/ANE Contact Persons:
 Mr. Wayland Patterson Mr. Ross Wherry
 Captain Erik Lagerquist Ms. Dana Peterson
 HQ AFCESA/CEX RRB, Room 4.09-082
 139 Barnes Drive, Suite I Washington, D.C. 20523
 Tyndall AFB FL 32403-5319 Telephone 202-712-4716
 Telephone 850-283-6216 Fax 202-216-3399
 Fax 850-283-6383
 4. Period of Performance: Date of signature below through February 1, 2005.
 5. Dollar Amount Obligated and Committed by this Agreement: \$4,000,000.00
 6. Cumulative Dollar Amount Obligated by this Agreement: \$4,000,000.00
 7. Total Cost of this Agreement: \$26,000,000.00
- This document will serve as USAID's obligating document.
- his The expenditures accrued by the Recipient Agency, to be chargeable to the USAID funds obligated in Agreement, shall not exceed the cumulative obligated amount.
8. Appropriation and Fiscal Data:

Appropriation: 72X1035
Account Title: Theater Logistical Support
Agency Location Code: 72-0001
Fund Account: B.P.C. HFDX0323267KG13
Obligation No.: EEE-R-00-03-00016-00
Obligated Amount this Action: \$4,000,000.00

9. Billing, Payment and Refund Instructions:

(a) The Recipient Agency shall periodically bill USAID through OPAC procedures, or by submitting a Standard Form 1081 to USAID addressed to:

Mr. Ross Wherry
USAID/ANE/SPO
RRB, Suite 4.09-082
1300 Pennsylvania Ave., N.W.
Washington, D.C. 20523

(b) The Recipient Agency shall be accountable for all funds made available to it under this Agreement, keep complete and accurate records and accounts regarding expenditure of the funds obligated in this Agreement, shall submit quarterly financial reports to USAID regarding expenditures sufficient in USAID's judgment for USAID to account for reimbursements and to liquidate advances, and shall be subject to audit and inspection, as are required by U.S. Government accounting and audit rules and procedures. The Recipient Agency will promptly refund any unexpended funds to USAID, so that USAID may reprogram them for other rehabilitation activities.

10. Audit and Inspection:

(a) Audit and inspection requirements as set forth in the Inspector General Act of 1978, as amended, shall apply to funds obligated in this Agreement, and to the books and records of any contractor or grantee financed by the Recipient Agency with such funds. The Office of the Inspector General for USAID shall ensure full compliance with all applicable provisions of the 1978 Act in coordination with the Office of the Inspector General for the Recipient Agency, or other appropriate office, which shall provide all appropriate assistance and support.

(b) The Recipient Agency shall ensure, by appropriate written arrangements with its contractors or grantees, that USAID-financed assistance financed under this Agreement shall be subject to audit and inspection by authorized U.S. Government officials.

11. Applicable Procedures: The Recipient Agency may utilize its own rules and procedures, or authority of the Foreign Assistance Act, or a combination of both in carrying out the Scopes of Work. The Recipient Agency and USAID will cooperate to assure that the purpose of this Agreement will be accomplished, including by exchanging views on progress, performance of obligations, and performance of others engaged in the Program.

12. Foreign Travel: The Recipient Agency will comply with the Fly America Act where applicable and feasible. USAID/ANE and the Recipient Agency shall cooperate to secure any necessary country clearances and applicable privileges and immunities from the U.S. Embassy, State Department, and foreign governments involved in the activity.

13. Progress and Final Reports: During performance of the Scopes of Work, USAID and the Recipient Agency may exchange short progress reports. Promptly after providing the goods and services described in the Scopes of Work, the Recipient Agency shall provide to USAID a short final report regarding the assistance provided under this Agreement. Except as otherwise agreed in writing by USAID, the Recipient Agency shall submit requests for reimbursement or liquidation of outstanding advances not longer than 90 months after the end of the period of performance (with the exception of any cost adjustment resulting from audits).

14. Within the total amounts obligated pursuant to this agreement, the Recipient Agency has flexibility to move funds between line items subject to applicable rules, in order to accomplish the objectives of the scope of work, and will give written notice of such adjustments to USAID. Adjustments that exceed 25 percent of any line item shall require prior written approval of the USAID contact person.

15. Amendment: Authorized representatives of the Recipient Agency and USAID may amend this agreement in writing at any time.


16. Signatures:

Recipient Agency

U.S. Agency for International Development:



JOSUELITO WORRELL, Colonel, USAF
Director, Contingency Support
HQ AFCESA/CEX



Wendy Chamberlin
Assistant Administrator
Bureau for Asia and the Near East

Date:

4 Mar 2003

Date:

March 17, 03